

# Exhibit A

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9 UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

10 In re:

11 B-1208 PINE, LLC,

12 Debtor.

Case No. 24-10088-CMA

**BID PROCEDURES**

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15 The following bid procedures (the “Bid Procedures”), which were approved by an order  
16 [ECF No. \_\_\_\_] (the “Bid Procedures Approval Order”) for the United States Bankruptcy Court  
17 for the Western District of Washington (the “Bankruptcy Court”) dated November \_\_, 2024 in the  
18 above captioned bankruptcy case of B-1208 Pine, LLC (the “Debtor”), shall govern the auction  
19 and sale of the real property and related fixtures (and the Property Causes of Action) commonly  
20 known as the Pivot Apartments, located at 1208 Pine Street, Seattle, Washington (the “Property”),  
21 described in that certain *Pivot Apartment Lender LLC’s Amended Plan of Liquidation for the*  
22 *Debtor* filed in the Debtor’s bankruptcy case (the “Plan”) (ECF No. \_\_\_\_),<sup>1</sup> proposed and filed by  
23 Pivot Apartment Lender LLC (the “Lender” or the “Proponent”), a secured creditor of the Debtor.  
24 The Proponent is seeking confirmation of the Plan at a confirmation hearing scheduled to begin  
25 on January 9, 2025 at 1:30 p.m. Following the auction, which shall take place following the  
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<sup>1</sup> All capitalized terms not defined herein shall have the definition set forth in the Plan.

1 confirmation of the Plan, the Proponent will seek entry of an order from the Bankruptcy Court  
2 authorizing and approving the Sale of the Property free and clear of liens, claims, encumbrances,  
3 and interests (subject to certain exceptions listed in paragraph B(ii) and B(iii) below), to the  
4 Successful Bidder (as defined below) as may be made at the Auction (as defined below).  
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6 A. Approvals. The proposed sale shall in all respects be subject to approval by the  
7 Bankruptcy Court (including confirmation of the Plan) and in compliance with (i)  
8 the applicable provisions of the Bankruptcy Code, (ii) the Bankruptcy Rules, and  
9 (iii) other applicable rules and law.

10 B. Assets to be Sold. The assets to be sold shall consist of the Property, which will be  
11 sold as provided herein:

12 (i) The sale (the “Sale”) of the Property will be auctioned by Eastdil Secured  
13 or such other broker to whom Proponent and the Debtor agree (the  
14 “Broker”) or its affiliates or agents, who has been retained by the the Debtor  
15 as its exclusive broker. Such sale shall be free and clear of liens, claims,  
16 encumbrances and interests, except as provided in B.(ii) and (iii) below.

17 C. Sale As Is, Where Is. The Property shall be sold as is, where is, without any  
18 representation or warranty of any type whatsoever.

19 D. Qualification of Bidders. Any potential bidder, other than the Lender (or its  
20 nominee(s), designee(s) or assignee(s)), who is already a qualified bidder (the  
21 “Secured Creditor”), who wishes to submit a bid with respect to the Property must  
22 demonstrate to the satisfaction of the Broker and the Proponent that such potential  
23 bidder is a “Qualified Bidder.” A Qualified Bidder is a potential bidder who  
24 delivers to the Broker a written and signed, binding offer **on or before the Bid**  
25 **Deadline** (as defined below) that:  
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- 1 (i) is a bid for the Property in its entirety for a cash price equal to or greater  
2 than \$33,000,000, which can be lowered by the Broker and the Proponent,  
3 with notice given by the Broker to all interested parties;  
4 (ii) states that the bidder is prepared to enter into a legally binding purchase and  
5 sale agreement ("PSA") for the acquisition of the applicable Property or  
6 Properties on terms and conditions reasonably acceptable to the Proponents  
7 and the Broker (as determined by the Proponents and the Broker in their  
8 reasonable business judgment), including by marking up the PSA, which  
9 will be provided to the Bidder at least 14 days prior to the Bid Deadline, to  
10 indicate what the Bidder would be willing to execute;  
11 (iii) states the bidder's offer is irrevocable, and not contingent;  
12 (iv) does not request or entitle the bidder to any transaction or break-up fee,  
13 expense reimbursement or similar type of payment;  
14 (v) fully discloses the identity of each entity that will be bidding for the  
15 Property (the "Potential Bidder") or otherwise participating in connection  
16 with such bid on behalf of the Potential Bidder, the terms of any such  
17 participation (including if the Potential Bidder is an entity formed for the  
18 purpose of consummating the proposed transaction contemplated by the bid,  
19 the equity holder or other financial backer), the Potential Bidder's address,  
20 telephone number and email address where the bidder may be contacted;  
21 (vi) is accompanied by evidence that a good faith deposit in the amount of 10%  
22 (the "Good Faith Deposit"), in immediately available funds, has been made  
23 (or is concurrently being made) by wire transfer to a title company to be  
24 chosen by the Lender that will be identified to all interested potential  
25 bidders in advance of the Bid Deadline, as escrow agent (the "Escrow  
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1                    Agent”), pursuant to wire instructions to be provided by the Broker and/or  
2                    the Escrow Agent, and acknowledges that the Good Faith Deposit shall be  
3                    held by the Escrow Agent in a non-interest bearing, segregated, account of  
4                    the Escrow Agent for the Debtor’s estate in accordance with the terms  
5                    hereof;

6                    (vii) states that the bidder is financially capable of consummating the transaction  
7                    contemplated by the bidder’s bid and any increased or modified bid that  
8                    may be made at the Auction;

9                    (viii) is accompanied by financial information satisfactory to the Broker that  
10                    fairly and reasonably demonstrates the Potential Bidder’s ability (and the  
11                    sources of the Potential Bidder’s ability) to close on its purchase of the  
12                    Properties if the Potential Bidder should be the Successful Bidder (as  
13                    defined below), in an amount at least as much as its bid as necessary to  
14                    consummate the transaction contemplated by the bidder’s bid and any  
15                    increased or modified bid that may be made at the Auction;

16                    (ix) includes an executed original of these Bid Procedures acknowledging and  
17                    agreeing to these Bid Procedures and all the terms thereof, including the  
18                    following:

- 19                    1. If the Potential Bidder is a partner, officer, director, stockholder,  
20                    agent, employee, insider or affiliate of the Debtor, the Debtor’s  
21                    principal(s), the Broker or any relative of any of the foregoing, such  
22                    a Potential Bidder must so disclose the exact nature of its  
23                    relationship with the foregoing entities;  
24                    2. the Potential Bidder relied solely on its own independent  
25                    investigation, analysis, appraisal, and evaluation of the Property and  
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1 it did not rely upon and did not receive any written or oral  
2 statements, representations, warranties, promises or guarantees  
3 whatsoever, whether express or implied or by operation of law or  
4 otherwise, with respect to the Property; and

5 3. the Potential Bidder's bid is irrevocable until the earlier of the  
6 Closing Date (as defined herein) or until its bid is affirmatively  
7 rejected;

8 (x) includes evidence of authorization and approval from the bidder's board of  
9 directors (or comparable governing body) with respect to the submission,  
10 execution, delivery, and closing of a PSA, if applicable;

11 (xi) States that the Potential Bidder is not an "Insider" (as that term is defined  
12 under the Bankruptcy Code) of the Debtor; and

13 (xii) contains other information reasonably requested by the Proponent and/or  
14 Broker.

15 A -bid meeting the above requirements shall constitute a "Qualified Bid". The  
16 Broker shall make a determination regarding whether a bid is a Qualified Bid and  
17 shall notify bidders whether their bids have been determined to be qualified by no  
18 later than 4:00 p.m. three business days prior to the date of the applicable Auction.

19 E. Buyer's Premium. Consistent with the retention agreement between the Debtor and  
20 the Broker approved by the Bankruptcy Court in an order, the Buyer's Premium  
21 shall be the amount of the Broker's expenses approved by the Bankruptcy Court  
22 and: (1) \$50,000 to be paid by the Lender (or its designee, assignee or nominee),  
23 if the Lender or its nominee, designee or assignee is the Successful Bidder (or the  
24 Back-up Bidder if the sale closes with the Back-up Bidder) at the auction and closes  
25 on its purchase of the Property; or (2) 0.75% of the gross sale price of the Property.  
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1 Gross sale price shall include, without limitation, any cash consideration paid or  
2 payable in connection with a sale, the then outstanding principal balances of any  
3 mortgages or deed of trust constituting a lien on the Property assumed, or to which  
4 the Property is taken subject, by the purchaser, the face amount of any seller  
5 financing provided by the Lender and the fair market value of all other  
6 consideration payable (including, without limitation, insurance proceeds) in  
7 connection with the sale of the Property, without deduction for closing expenses,  
8 adjustments or costs of any kind. For purposes of calculating fair market value,  
9 any securities constituting a part of such consideration that are publicly traded shall  
10 be valued at the last closing price thereof (or, if applicable, the mean between the  
11 latest bid and asked prices) prior to the date of the consummation of the acquisition;  
12 non-publicly traded securities or other assets shall be valued at their fair market  
13 value as determine by agreement among the purchaser, the Lender and the Broker.  
14 Any Buyer's Premium payable must be paid to the Broker at closing.

15 F. Deposits Following Auction. Subject only to Section (E) hereinabove, if the  
16 Potential Bidder becomes the Successful Bidder as to the Property, it shall, within  
17 two (2) business days after the Auction, increase the Deposit as necessary to an  
18 amount equal to ten (10%) percent of (i) the final bid at the Auction, plus (ii) the  
19 Buyer's Premium (not counting to be approved expenses), within 48 hours of the  
20 Auction TIME BEING OF THE ESSENCE. Failure to comply with this  
21 requirement shall result in an immediate (i) default under the terms of these Bid  
22 Procedures; and (ii) forfeiture of the Successful Bidder's Deposit. If a Potential  
23 Bidder is not the Successful Bidder or the Back-up Bidder (as defined below) as to  
24 the Property, such Potential Bidder's Deposit shall be returned to such Potential  
25 Bidder within 5 business days after the conclusion of the Auction. The Successful  
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1 Bidder and Back-up Bidder's Deposits shall be held pending the closing. If the  
2 Sale to the Successful Bidder closes as to the Property, the Back-up Bidder's  
3 Deposit for the Property shall be returned within 5 business days of such closing.

4 G. Closing Deadline. The Successful Bidder shall close on the purchase of the Property  
5 within 30 days of the Auction of the Property, TIME BEING OF THE ESSENCE.  
6 The obligation to close is contingent on the Bankruptcy Court entering an order  
7 approving the Sale of such Property to the Successful Bidder; provided, however,  
8 that the Closing Date may take place on such other date as the Proponent and the  
9 Successful Bidder may mutually agree to in writing, or on such other date as may  
10 otherwise be directed by Order of the Bankruptcy Court (such date, the "Closing  
11 Date"), with TIME BEING OF THE ESSENCE AS TO THE SUCCESSFUL  
12 BIDDER'S OBLIGATION TO CLOSE ON THE CLOSING DATE AND TO  
13 PAY THE BALANCE OF THE PURCHASE PRICE AT THE CLOSING. The  
14 Proponents will use their reasonable best efforts to obtain an order of the  
15 Bankruptcy Court approving each sale and a finding of good faith and non-collusive  
16 behavior of such sale pursuant to Section 363(m) and (n) of the Bankruptcy Code  
17 within two weeks of the completion of the Auction. The Successful Bidder and the  
18 Back-up Bidder will file any affirmation or similar document (with exhibits if  
19 necessary) that the Bankruptcy Court or the Proponent requires to enable the  
20 Proponent to obtain such an order from the Bankruptcy Court within two (2)  
21 business days of the Auction, TIME BEING OF THE ESSENCE.

22 H. The Lender as a Qualified Bidder. Notwithstanding anything herein to the contrary,  
23 the Lender or its nominee, designee or assignee is a Qualified Bidder and is entitled  
24 to credit bid -up to and including the total Allowed amount of its claim as of the  
25 Auction Date for the Property pursuant to 11 U.S.C. § 363(k), without the need for  
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1 any deposit or fulfilling the other requirements for a Potential Bidder to be a  
2 Qualifying Bidder, and, although under no obligation to credit bid more than the  
3 minimum bid amount set forth in the Bid Procedures. In the event there are no  
4 other bidders for the Property other than the Lender (or its nominee(s), designee(s)  
5 or assignee(s)), the amount of such credit bid shall be the minimum bid amount set  
6 forth in the Bid Procedures.

7 I. Bid Deadline. **All Qualified Bids for the Property must be submitted on or**  
8 **before April 30, 2025 (the “Bid Deadline”)** unless extended by the Proponent in  
9 its discretion with notice to be provided to all parties that have expressed serious  
10 interest (as determined by the Broker) in potentially bidding on the Property. On  
11 or prior to the Bid Deadline, Qualified Bidders shall deliver written copies of their  
12 bids to: (1) the Broker; and (2) counsel to the Lender, Kriss & Feuerstein, LLP,  
13 360 Lexington Avenue, Suite 1200, New York, NY 10017, Attn: Jerold C.  
14 Feuerstein, Esq., Jerold C. Feuerstein, Esq. and Daniel N. Zinman, Esq. with a copy  
15 to the following email addresses: jfeuerstein@kandflp.com and  
16 dzinman@kandflp.com.

17 J. Auction. In the event that the Broker and the Proponent receive before the Bid  
18 Deadline one or more bids that the Proponent and the Broker deem in their  
19 discretion to constitute Qualified Bids (other than by the Lender (or its nominee,  
20 designee or assignee)) as to the Property, the Broker shall conduct an auction with  
21 respect to the Property (the “Auction”). The Auction shall take place on May 5,  
22 2025 at 10:00 a.m. (prevailing Pacific time) for the Property (the “Auction Time”)  
23 at the Property or such other place and time as the Broker shall notify all Qualified  
24 Bidders, the Debtor, the Proponent, and other invitees via e-mail or facsimile not  
25 later than one (1) business day before the Auction Time (or re-scheduled Auction  
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1 Time, as applicable); provided, however, that the Broker may designate the Auction  
2 as an on-line auction and provide each Qualified Bidder with the appropriate  
3 instructions to participate in same, if the Broker deems it necessary or advisable, in  
4 the Broker's sole and absolute discretion. If, however, no such other Qualified Bid  
5 is received by the Bid Deadline with respect to the Property, then the Auction will  
6 not be held as to the Property, and the Broker shall so notify the Proponent no later  
7 than one (1) business day after the applicable Bid Deadline and the Proponent shall  
8 proceed to seek approval of the Bankruptcy Court of the sale of such Property to  
9 the Lender (or its nominee, designee, or assignee) based on the Lender's credit bid.

10 The Auction shall be governed by the following procedures:

- 11 (i) Only authorized representatives and respective counsel of each of the  
12 Qualified Bidders, the Proponent, the Debtor, and the Broker shall be  
13 permitted to attend and participate at the Auction, unless otherwise agreed  
14 to by the Broker in its sole discretion;
- 15 (ii) Only the Lender (or its nominee(s), designee(s) or assignee(s)) and other  
16 Qualified Bidders shall be entitled to make any subsequent bids at the  
17 Auction;
- 18 (iii) The Lender (or its nominee(s), designee(s) or assignee(s)) and each other  
19 Qualified Bidder shall be required to confirm that it has not engaged in any  
20 collusion with respect to the bidding or the sale;
- 21 (iv) Bidding shall commence at the amount of the highest and best Qualified  
22 Bid submitted by the Qualified Bidders by the Bid Deadline;
- 23 (v) The Broker shall have the exclusive right to set the bidding increments;
- 24 (vi) The Lender (or its nominee(s), designee(s) or assignee(s)), the Debtor, and  
25 other Qualified Bidders shall participate in person at the Auction (or through  
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1 a method designated by Broker, including physically present or present  
2 through electronic means, such as Zoom), through a duly authorized  
3 representative with authority to bind the entity;

4 (vii) The Auction will be conducted so that the Lender (or its nominee(s),  
5 designee(s) or assignee(s)), and each other Qualified Bidder will be  
6 informed of the previous bid;

7 (viii) The Auction shall continue until there is only one final offer for the Property  
8 that the Broker determines, subject to Bankruptcy Court approval, is the  
9 highest and best offer submitted at the Auction from among the Lender (or  
10 its nominee(s), designee(s) or assignee(s)) and the other Qualified Bidders  
11 (the "Successful Bid"). The bidder submitting such Successful Bid shall  
12 become a "Successful Bidder" as to the Property and shall have such rights  
13 and responsibilities set forth herein, in the applicable Plan and in the PSA;

14 (ix) At the end of the Auction, the Broker shall also announce the next highest  
15 and otherwise best offer after the Successful Bid (the "Next Highest Bid,"  
16 and the Qualified Bidder that submitted such bid, the "Next Highest  
17 Bidder");

18 (x) The Proponent reserves the right to seek approval of the Next Highest Bid  
19 as a back-up bid and may seek approval at the Sale Hearing to close the  
20 Sale to the Next Highest Bidder if the Successful Bidder fails to close for  
21 any reason or if it otherwise fails to satisfy any requirements hereof or of  
22 the PSA;

23 (xi) if the Next Highest Bidder is determined by the Broker to have submitted  
24 the Next Highest Bid, or next best bid (the "Next Best Bid") at the Auction,  
25 it will be considered a back-up bid (the "Backup Bid") and, the Next  
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1 Highest Bidder, therefore, to be designated the back-up bidder (the “Back-  
2 up Bidder”), who shall be notified in writing that the Proponent has  
3 determined to proceed with the Back-up Bid after default by the Successful  
4 Bidder, the Potential Bidder shall close on the purchase of the Property on  
5 the Back-up Closing Date (as hereinafter defined), with TIME BEING OF  
6 THE ESSENCE AS TO THE BACK-UP BIDDER’S OBLIGATION TO  
7 CLOSE AND TO PAY THE BALANCE OF THE PURCHASE PRICE ON  
8 THE BACK-UP CLOSING DATE;

9 (xii) if (a) a Qualified Bidder is a Successful Bidder as to the Property, the  
10 Deposit as to the Property shall become non-refundable and shall be  
11 forfeited by the Successful Bidder as liquidated damages in the event the  
12 Successful Bidder shall fail to close the purchase of the Property on the  
13 Closing Date, except as otherwise expressly permitted under the PSA  
14 entered into between Debtor (or the Proponent on behalf of Debtor) and the  
15 Successful Bidder; and (b) if the Proponent and the Broker determine to  
16 proceed with the Back-up Bid after default by the Successful Bidder, the  
17 applicable Deposit shall become non-refundable and shall be forfeited by  
18 such Back-up Bidder as liquidated damages if the Back-up Bidder shall fail  
19 to close the purchase of such Properties on the Backup Closing Date (as  
20 defined below), except as otherwise expressly permitted under the PSA  
21 entered into between Debtor (or the Proponent on behalf of Debtor) and  
22 such Back-up Bidder.

23 (xiii) If both the Successful Bidder and the Back-up Bidder as to a Property fail  
24 to timely close and if the Lender is neither the Successful Bidder or the  
25 Back-up Bidder with respect to such Property, the Debtor (or the Proponent  
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1 on behalf of the Debtor, as provided in the Plan) shall be authorized to close  
2 with the Lender on a credit bid.

3 (xiv) Closing on Back-up Bid. If for any reason the Successful Bidder shall fail  
4 to close the sale of the Property timely, and the Proponent determines to  
5 proceed with the Back-up Bid, the Back-up Bidder shall close on the  
6 purchase of the Property and pay the amount of the Back-up Bid, less its  
7 Deposit previously posted, on the later of the Closing Date and twenty one  
8 (21) days after written notice of the Successful Bidder's default in closing  
9 (the "Back-up Closing Date"), with TIME BEING OF THE ESSENCE AS  
10 TO THE BACK-UP BIDDER'S OBLIGATION TO CLOSE ON THE  
11 BACK-UP CLOSING DATE AND TO PAY THE BALANCE OF THE  
12 PURCHASE PRICE AT THE CLOSING. In any case, the Proponent has  
13 until 80 days after the Auction to determine to proceed with the Back-up  
14 Bid. If the Proponent proceeds with such Back-up Bid, then the Back-up  
15 Bidder shall be obligated to close title to the Property and there shall be no  
16 contingency of any kind or nature that will permit the Back-up Bidder not  
17 to proceed on the Back-up Closing Date other than the inability of Debtor  
18 (or the Proponent on behalf of Debtor) to deliver title to the Property. In  
19 the event the Back-up Bidder shall be obliged, but shall fail, to close  
20 purchase of the Property timely in accordance with the provisions of the  
21 PSA entered into between Debtor (or the Proponent on behalf of Debtor)  
22 and the Back-up Bidder, the Back-up Bidder shall be in default, and the  
23 Back-up Bidder shall forfeit its Deposit.  
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